CONTRACT #19 RFS # N/A UT # 99038

University of Tennessee Health Science Center

VENDOR: University Health Systems



VICE PRESIDENT FOR STRATEGIC PLANNING AND OPERATIONS

April 15, 2008

RECEIVED

APR 1 5 2008

FISCAL REVIEW

Mr. Jim White Executive Director Fiscal Review Committee 320 Sixth Avenue, North – 8th Floor Nashville, TN 37243-0057

Dear Mr. White:

On November 15, 2006, the Fiscal Review Committee approved a contract between the University of Tennessee College of Pharmacy and Galen Publishing, LLC to produce the "University of Tennessee College of Pharmacy Advanced Studies in Pharmacy Journal". Under this agreement, the university is responsible for academic oversight of the Journal contents which includes providing appropriate accreditation for Pharmacy Continuing Education Credits (CEUs) for Journal materials. Galen Publishing, LLC is responsible under this agreement for the production and distribution of the Journal, obtaining funding for projects specifically related to the Journal, and developing the educational materials for the Journal and related activities.

Revenues secured by Galen and/or UT provide the Journal's funding support. The grants secured for the Journal come directly to the university for distribution. Under the terms of the agreement UT is entitled to an 8% accreditation fee for grants secured by Galen and a 10% accreditation fee for grants secured by UT. Galen is responsible for any and all expenses associated with the Journal's education programs, including layout, printing, and distribution, which is funded from the remainder of the grant proceeds.

The contract amendment before you for review extends the existing contractual arrangement through January 31, 2009 with no increase in the current maximum liability of \$2,530,000. This is a late contract submittal due to our failure to flag this contract as needing review given this was an extension of time amendment no change in the total liability.

If you have questions or need additional information, please let me know.

Respectfully,

Sylvia Shannon Davis

Vice President for Strategic Planning and Operations

C:

Dr. John D. Petersen

Sylvia Channer Names

Mr. Anthony Ferrara

Mr. Anthony Haynes

Dr. Pat Wall

Attachments

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THE UNIVERSITY OF TENNESSEE REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED:	
UT System Office Approval	Date

EACH F	REQUEST ITEM BELOW MUST	I BE DETAILED OR ADDRESSED AS R	EQUIRED.
1) UT Tracking Number:	99038		
2) Campus/Institute Name:	University of Tennessee	Health Science Center	
	EXISTING CO	ONTRACT INFORMATION	
3) Short Description:	Galen Publishing produce	es the journal UT College ofPharmac	y Advanced Studies in Pharmacy
4) Proposed Vendor:	Name:	Galen Publishing, LLC	
	Vendor Number:	1086843	
	Vendor ID:	31-1626179	·
5) Contract#	99038		-
6) Contract Start Date:			02/01/02
7) <u>Current</u> Contract End Date	te IF <u>all</u> Options to Extend	the Contract are Exercised:	01/31/08
8) <u>Current</u> Total Maximum C	Cost IF <u>all</u> Options to Exter	nd the Contract are Exercised:	\$2,530,000.00
	PROPOSED A	MENDMENT INFORMATION	
9) Proposed Amendment#			1
10) Proposed Amendment Ef	fective Date:		01/31/10
11) Proposed Contract End D	Date IF <u>all</u> Options to Exter	nd the Contract are Exercised:	\$2,530,000.00
12) <u>Proposed</u> Total Maximum	Cost IF <u>all</u> Options to Ext	tend the Contract are Exercised:	\$2,530,000.00
13) Approval Criteria: (select one)	use of Non-Competitive	Negotiation is in the best interest	of the university
\boxtimes	only one uniquely quali	fied service provider able to provi	de the service
14) Description of the Propos	sed Amendment Effects &	Any Additional Service	
Galen Publishing produces th	ne "University of Tennesse	ee College of Pharmacy Advanced	Studies in Pharmacy Journal".

Under this agreement, the university is responsible for academic oversight of the Journal contents which includes providing appropriate accreditation for Pharmacy Continuing Education Credits (CEUs) for Journal materials. Galen Publishing, LLC is responsible under this agreement for the production and distribution of the Journal, obtaining funding for projects specifically related to the Journal, and developing the educational materials for the Journal and related activities. This amendment continues the publishing arrangement in existance since January 2002 through January 2010.

15) Explanation of Need for the Proposed Amendment:

This amendment continues the publishing arrangement in existance since January 2002 through January 2010.

16) Name & Address of Vendor/Contractor's Current Principal Owner(s): (not required if proposed contractor is a state education institution)

Galen Publishing

PO Box 340

Somerville, NJ 08876

- 17) Documentation of Office for Information Resources Endorsement: N/A (required only if the subject service involves information technology)
- 18) Documentation of Department of Personnel Endorsement: N/A (required only if the subject service involves training for state employees)
- 19) Documentation of State Architect Endorsement: N/A (required only if the subject service involves construction or real property related services)
- 20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives:

Galen Publishing is the only known vendor in the medical publishing qualified to provide services.

21) Justification for the Proposed Non-Competitive Amendment:

The College has an existing contract with Galen and wishes to expand the existing service dates.

THE UNIVERSITY OF TENNESSEE CONTRACT AMENDMENT

O additional pages. By mutual agreement, the University and the Co	page, the University's Standard Terms and Conditions and contractor agree to the following amendment: anuary 31, 2009. The University's total maximum liability will remain
By mutual agreement, the University and the Commend contract # 99038/75438 to extend services through Ja	ontractor agree to the following amendment:
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witness of their acceptance of the terms of this agreer ithorized representatives.	ment, the parties have had this Contract executed by their du
anonzea representatives.	
OR CONTRACTOR:	FOR UNIVERSITY:
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	College of Pharmacy
gnature	Department Name
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STANDARD TERMS AND CONDITIONS

- The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
- This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract,
- 3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
- 4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
- 5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
- 6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
- 7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
- The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of
 insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this
 Contract.
- 9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
- 10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
- 11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - b. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - · Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - Unfair advantage to or favored treatment for a third party outside the University.
 - c. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.

The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:

- Any partners or employees of the Contractor who are also employees of the University.
- b. Any relatives of the Contractor's partners or employees who work for the University.
- Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
- 12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
- 13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).
- For personal, professional, and consultant services, the Contractor shall submit brief, periodic progress reports to the University as requested.
- 15. In compliance with the requirements of Chapter 878, Public Acts of 2006 of the State of Tennessee, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North - 8th Floor NASHVILLE, TENNESSEE 37243-0057 615-741-2564

Rep. Charles Curtiss. Chairman

Representatives

Harry Brooks Curt Cobb

Mary Pruitt

Dennis Ferguson

Donna Rowland David Shepard

Frank Niceley

Curry Todd

Craig Fitzhugh, ex officio

Speaker Jimmy Naifeh, ex officio

Sen. Don McLeary. Vice-Chairman

Senators

Mac Beavers Jim Bryson

David Fowler Steve Southerland

Steve Cohen

Douglas Henry, ex officio

Lt. Governor John S. Wilder, ex officio

MEMORANDUM

TO:

Dr. John D. Petersen, President

University of Tennessee

FROM:

Charles Curtiss, Chairman

DATE:

November 16, 2006

SUBJECT:

Contract Comments

(Contract Services Subcommittee Meeting 11/15/06)

RFS# 332.30-01

Department:

University of Tennessee/Health Science Center

College of Pharmacy

Contractor:

Galen Publishing, LLC

Summary: This vendor is currently responsible for producing and distributing the University of Tennessee College of Pharmacy Advanced Studies in Pharmacy Journal, obtaining funding for projects specially related to the Journal; and developing any related educational materials. This amendment eliminates the existing automatic renewal clause in the original contract and provides funding for the term February 1, 2007, through January 31, 2008.

Maximum liability: \$2,530,000

Maximum liability with amendment: \$2,530,000

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

cc:

Ms. Sylvia Davis, Vice President for Administration and Finance

THE UNIVERSITY OF TENNESSEE CONTRACT AMENDMENT

		(hereinafter Contractor), which Contract was signed by the
University on	May 20, 2002	·
	amendment consists of this co	over page, the University's Standard Terms and Conditions and
By mutual agre	eement, the University and the	Contractor agree to the following amendment:
Amending contract #754	138 for the following:	
1. The terms of this ame	noment are effective February 1,	2007.
2. This agrement termina	ates on January 31, 2008.	
The University will pay programs as shown on th		f \$2,530,000.0 for the reproduction and dissemination of 10-12 ASIP
4. Proposed budget of C	E programs in the amount of \$2,7	750,000.00.
5. UT shall only be entille program conducted and conducte	ed an accreditation fee equal to 8 disseminated under the University	% of the total grant secured by Galen for each and every educational y of Tennessee College of Pharmacy Advanced Studies in Pharmacy
5. All other terms of this :	agreement will remain the same.	
All other terms	remain unchanged.	
n witness of their acce authorized representati		reement, the parties have had this Contract executed by their duly
		reement, the parties have had this Contract executed by their duly FOR UNIVERSITY:
authorized representati		
authorized representati		Department Name Responsible Account (if applicable)
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CE PROGRAM PROJECTION Galen Publishing For the period 7/1/2006-6/30/2007

Date January, 2007 January, 2007 February, 2007 February, 2007 March, 2007 May, 2007 May, 2007	Therapeutic Area Anesthesia MS Anemia Oncology Cardiology Dyslipidemia Dyslipidemia Oncology Oncology	Funding Company Organon Biogen/Idec Ortho Biotech Pfizer BMS KOS Pharma KOS Pharma Celgene BMS	_ 	Program Award Amor \$ 200,000.00 \$ \$ 200,000.00 \$ \$ 300,000.00 \$ \$ 250,000.00 \$ \$ 250,000.00 \$ \$ 250,000.00 \$ \$ 450,000.00 \$ \$ 350,000.00 \$ \$ 350,000.00 \$	_ _ _ _ _ _	Amount to COP 16,000.00 16,000.00 16,000.00 24,000.00 26,000.00 36,000.00 28,000.00 32,000.00
			₩	2,750,000.00	69	220,000.00

STANDARD TERMS AND CONDITIONS

- The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature
 page of this Contract.
- This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract,
- The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without
 obtaining the prior written approval of the University.
- 4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
- 5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
- 6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to sudit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
- 7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Temesses State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of non-discrimination.
- The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
- 9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
- 10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
- 11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - A. A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - B. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - Unfair advantage to or favored treatment for a third party outside the University.
 - C. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.

The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:

- A. Any partners or employees of the Contractor who are also employees of the University.
- B. Any relatives of the Contractor's partners or employees who work for the University.
- C. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
- 12. If the Contractor fails to perform properly its obligations under this Contract or violates say term of this Contract, the University shall have the right to terminate this Contract immediately and withhold psyments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
- 13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).

OPERATING AGREEMENT

This Operating Agreement (" Agreement") is made and entered into this 12th of December 2001 by and between Galen Publishing, LLC (hereinafter referred to as "Galen") and The University of Tennessee through College of Pharmacy (hereinafter referred to as "UT"). Galen Publishing will produce the Journal, UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY with the University of Tennessee providing the academic base and editorial board for the Journal. The terms of this agreement are as follows:

- UT, will provide University/academic base for the Journal, the editorial board for the Journal, approve or reject any project for the Journal. The UT College of Pharmacy has the right to veto any project if deemed inappropriate for any reason; provide the accreditation for Pharmacy Continuing Education Credits for the material in the Journal, conferences, symposiums or round table discussions that are held in conjunction with the Journal; identify faculty for the Journal or other programs from full-time, part-time, or volunteer UT faculty or from faculty outside UT; work cooperatively with Galen to identify projects for the Journal, symposiums, or round table discussions; identify companies who would be potential sponsors of specific Journal topics.
- Qalen, will provide the production and distribution of the Journal, conference or round table discussion proceedings; sales force to call on companies to obtain funding for projects related specifically to the Journal; editorial and meeting management staff for development of educational materials including the Journal, satellite symposiums for meetings and round table discussions on specific topics.
- Galen, a New Jersey Domestic Limited Liability Company, is exclusively recognized and exclusively licensed by UT to solicit unrestricted educational program grants ("grant" or "grants") for purposes of conducting and disseminating educational programs under the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY name and logo.
- 4) During the term of this agreement, Galen is given the exclusive right to conduct and disseminate educational programs under the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY name and logo.
- During the term of this agreement, no party other than Galen, whether affiliated with UT or not, shall have the right to conduct and disseminate educational programs under the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY name and logo.
- So long as this agreement is in effect, UT shall not, in any manner whatsoever, contract, organize, or assist, either internally or with external parties, in the development, solicitation, conduction, and/or dissemination of an educational program format similar to or competing directly with the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY forum. This provision is not meant to impede UT's relationship with existing Journals (i.e. The American Journal of Managed Care) or any other Journals or educational program titles in existence prior to or following the execution of this agreement. The purpose of the provision is to prevent any party, internal or external to UT, from affiliating with UT, in any manner whatsoever, for purposes of creating a new UT Journal or other educational forum that competes or interferes with the purposes of UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY.

Except for rights granted to Galen hereunder, UT retains complete jurisdiction and ownership of UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY name and logo and any and all other names, logos, symbols, icons, etc. affiliated with the University of Tennessee and/or its College of Pharmacy. Galen retains complete jurisdiction and ownership of the ADVANCED STUDIES IN PHARMACY name and logo and any and all other names, logos, symbols, icons, etc. affiliated with Galen.

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- Subject to Provision 7, UT and Galen agree that the copyright to all editorial content for any and all programs disseminated under the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY name and logo will be owned outright and exclusively by Galen.
- Both UT and Galen reserve the right to reject any grant solicited by the other party for purposes of conducting and disseminating educational programs under the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY name and logo.
- Upon accepting any grant solicited by Galen for purposes of conducting and disseminating educational programs under the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY name and logo, UT shall assist in providing faculty recommendations, selection and availability so that programs can be completed in a thorough and timely manner. Further, all program content and participating faculty must receive the approval of UT, since UT alone shall take full responsibility for the academic quality of each program it sponsors and accredits. In addition, by accrediting programs, UT alone shall ensure that all programs meet American Council on Pharmaceutical Education (ACPE) standards and shall, in association with Galen, maintain any and all program information required by ACPE to be kept on file.
- Galen retains complete and absolute control over determining the size of each and every grant and any and all operational issues, excluding Provision 9 and Provision 10 above, or any and all other ACPE related issues, pertaining to the execution of all educational programs conducted and disseminated under this Agreement.
- This agreement shall remain in effect from February 1, 2002 through January 31, 2003 and shall automatically renew for each subsequent twelve (12) month period provided that either party hereto shall have the right to terminating this agreement no less than one-hundred eighty (180) days (notification period) after providing the other party with written notice by registered mail. During the notification period, any and all grants solicited by Galen or UT and accepted by the other party as defined under Provision 10 above shall be conducted and disseminated under good faith and by the provisions set forth herein which bind both UT and Galen.
- Except as other wise provided in this agreement, UT must obtain prior consent from Galen before UT uses THE ADVANCED STUDIES IN PHARMACY name and logo or any and all other names and logos owned by or affiliated with Galen. Conversely, and except as otherwise provided in this agreement, Galen must obtain prior consent from UT before Galen uses the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY names, logos, symbols, icons, etc. owned by or affiliated with UT.
- All provisions in this Agreement are assignable, including and subject to Provision 12 above, in the event of transfers of ownership by Galen or organizational and/or departmental restructuring by UT.

- All grants solicited by Galen for purposes of conducting and disseminating educational programs under the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY shall be forwarded directly to UT.
- Galen shall, as under the rights granted it in provision 11, be responsible for any and all expenses associated with any and all educational programs, including any and all expenses associated with participating faculty, conducted and disseminated under the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY name and logo.
- UT shall only be entitled an accreditation fee equal to 5% of the total grant secured by Galen for each and every educational program conducted and disseminated under the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY name and logo. If UT has solicited and secured a grant solely as a result of its own initiative and undertaking for an educational program conducted and disseminated under the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY name and logo, UT shall be entitled an accreditation fee equal to 10% of the total grant.
- Payment of UT's accreditation fee, as defined in provision 17 above shall occur as grants are received by UT. Galen shall receive from UT within 60 days of receipt of the grant by UT the remainder of the grant, after the accreditation fee as well as the honoraria and travel expenses for all participating UT faculty for that particular program are deducted. Galen shall reimburse UT for all participating UT faculty for any particular program where the amount withheld by UT is less than the honorarium and travel expenses. Conversely, UT shall forward to Galen any amount of the grant withheld by UT that exceeds any and all travel expenses for all UT faculty for any particular program.
- 19) Galen agrees to provide UT, on a quarterly basis, with a roster of all "Previously Completed" and "In Progress" educational programs utilizing the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY name and logo.
- 20) UT authorizes Galen to utilize the UNIVERSITY OF TENNESSEE COLLEGE OF PHARMACY ADVANCED STUDIES IN PHARMACY stationery, as provided to solicit grants for purposes of conducting and disseminating educational programs as described herein.
- If the meeting or activity which is the subject of this contract is to occur at a location chosen by the contractor and not at the University of Tennessee, the contractor certifies that this meeting or activity will not occur at an establishment of facility which does not afford full membership rights and privileges to a person because of sex, race, creed, color, religion, ancestry, national origin, or disability.
- The University of Tennessee is self-insured under the provisions of the Tennessee Claims Commission Act, T.C.A. 9-8-301, et seq., which provides for a limited waiver of the State's sovereign immunity in specified cases, up to \$300,000 per claimant and \$1,000,000 per occurrence. Any liability of The University of Tennessee for damages, losses, or costs, arising out of or related to acts performed by the University under this contract is governed by the provisions of said Act.

. We hereby agree to all of the provisions set forth above.

GALEN PUBLISHING, LLC

Jack M. Ciattarelli, Member

THE UNIVERSITY OF TENNESSEE

Vice President